

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (PHILADELPHIA)**

IN RE:	:	
ANGELA CEPHAS	:	BK. No. 15-11801-jkf
Debtor	:	
	:	Chapter No. 13
WELLS FARGO BANK, NATIONAL	:	
ASSOCIATION, SUCCESSOR BY MERGER	:	
TO WELLS FARGO BANK, MINNESOTA,	:	
NATIONAL ASSOCIATION, AS TRUSTEE	:	
FOR REPERFORMING LOAN REMIC TRUST	:	11 U.S.C. §362 and §1301
CERTIFICATES, SERIES 2002-2	:	
Movant	:	
v.	:	
ANGELA CEPHAS	:	
MARVIN T BEY (Non-Filing Co-Mortgagor)	:	
Respondents	:	

**MOTION OF WELLS FARGO BANK, NATIONAL ASSOCIATION, SUCCESSOR BY
MERGER TO WELLS FARGO BANK, MINNESOTA, NATIONAL ASSOCIATION, AS
TRUSTEE FOR REPERFORMING LOAN REMIC TRUST CERTIFICATES, SERIES 2002-
2 FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY UNDER §362 and
§1301 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorneys, PHELAN HALLINAN DIAMOND & JONES, LLP, hereby requests a termination of Automatic Stay and Co-Debtor Stay and leave to foreclose on its mortgage on real property owned by ANGELA L. CEPHAS and MARVIN T. BEY.

1. Movant is **WELLS FARGO BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO WELLS FARGO BANK, MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR REPERFORMING LOAN REMIC TRUST CERTIFICATES, SERIES 2002-2.**

2. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.

3. ANGELA L. CEPHAS and MARVIN T. BEY are the owners of the premises located at **1854 RINGGOLD STREET, PHILADELPHIA, PA 19145 NKA 1854S RINGGOLD**

4. Movant is the holder of a mortgage on the mortgaged premises. The terms of the Debt Agreement were amended by a loan modification agreement entered into by and between Wells Fargo Bank, N.A. and Debtor(s) dated June 17, 2010 (the "Loan Modification Agreement").

5. Debtor's failure to tender monthly payments in a manner consistent with the terms of the Mortgage and Note result in a lack of adequate protection.

6. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required hereunder.

7. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 13 Petition.

8. As of March 22, 2017, Debtor has failed to tender post-petition mortgage payments for the months of June 2016 through March 2017. The monthly payment amount for the months of June 2016 through July 2016 is \$897.29 each, the monthly payment amount for the months of August 2016 through March 2017 is \$895.58 each, less suspense in the amount of \$462.67, for a total amount due of \$8,496.55. The next payment is due on or before April 1, 2017 in the amount of \$895.58.

9. Movant additionally seeks relief from the Co-Debtor Stay under 1301 (c) (if applicable) in the instant case, as the continuation of the Co-Debtor Stay causes irreparable harm to the Movant. Movant may be barred from moving forward with its state court rights under the terms of the mortgage without relief from the Co-Debtor Stay.

10. Movant has cause to have the Automatic Stay and Co-Debtor Stay terminated as to permit Movant to complete foreclosure on its mortgage.

11. Movant specifically requests permission from the Honorable Court to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law.

12. Movant requests that Federal Rule of Bankruptcy Procedure 3002.1 be waived.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

- a. Modifying the Automatic Stay and Co-Debtor Stay under Section 362 and 1301 with respect to **1854 RINGGOLD STREET, PHILADELPHIA, PA 19145 NKA 1854S RINGGOLD ST, PHILADELPHIA, PA 19145** (as more fully set forth in the legal description attached to the Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to proceed with its rights under the terms of said Mortgage; and
- b. Movant specifically requests permission from this Honorable Court to communicate with the Debtor and Debtor's counsel to the extent necessary to comply with applicable nonbankruptcy law; and
- c. Granting relief from any Co-Debtor Stay (if applicable) is hereby granted; and
- d. Waiving Federal Rule of Bankruptcy Procedure 3002.1; and
- e. Granting any other relief that this Court deems equitable and just.

/s/ Jerome Blank, Esquire
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April 3, 2017